



TERMS AND CONDITIONS

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING OUR SERVICES.
UNDERSTAND IT AND AGREE TO BE BOUND BY ITS CONDITIONS.

IMPORTANT NOTICE – EXCLUSION OF LIABILITY – WAIVER OF RIGHT TO SUE – YOUR ASSUMPTION OF RISK – THESE CONDITIONS AFFECT YOUR LEGAL RIGHTS!

INTRODUCTION

The following are the terms and conditions (the “Terms”) for the use of Hobbymedo website, social media, services including use of the hobby activity centre, purchase of goods and attendance at demonstrations, workshops and events, and related material (“Service”). The terms “we”, “us” and “our” refer to Hobbymedo. The term “Service” includes use of our website, social media, membership, activity centre, workshops, events, demonstrations and all services, activities and products provided by us.

With each visit to Hobbymedo online or in person at our centre or at any of our events or by using any of our Services you signify your agreement to these Terms, including those additional terms and conditions and policies referenced herein. These Terms were last modified on 1 February 2017. If you do not wish to be bound by these Terms, you are not granted authority to use or access the site or Hobbymedo services. These Terms apply to all users, including without limitation users who are browsers, vendors, customers, merchants and/or contributors of content. Any new features or services that are added to our current services shall also be subject to these Terms. You can review the most current version of these Terms at any time on this page or in our centre. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to our services following the posting of any changes constitutes acceptance of those changes.

By agreeing to these Terms you represent that you are at least the age of majority in the state of Queensland and you have given us your consent to allow any of your minor dependants to use our services. You may not use our Service for any illegal or unauthorised purpose nor may you, in the use of the Service violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of these Terms will result in an immediate termination of your services.

You acknowledge that some of our activities and services are dangerous with many inherent risks and hazards and as a consequence personal injury and sometimes death can occur and you assume and accept all such risks and hereby waive the right to sue Hobbymedo for any personal injury or death in any way whatsoever caused by or relating to your participation in such activities.

Please read these Terms carefully before utilising our services. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

PRICING

All prices and payments are in Australian Dollars and include GST. We reserve the right to change prices for products and services at any time without notice.

REFUNDS

We require 72 hours notice in writing prior to the commencement of workshops or events for a full refund. Workshop and event places are fully transferrable.

CANCELLATIONS

In the event that we cancel a workshop or event you will be advised via email and entitled to a full refund or credit.

PRODUCTS/SERVICES

We reserve the right to make changes, including change in price, content, description, terms, etc. at any time without notice.

GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (excluding credit card information) may be transferred unencrypted and involve transmissions over various networks; and changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service without express written permission by us.

You and any person under your supervision must comply with all signs or other directions of Hobbymedo. We may suspend or cancel your access to and use of the Service in our absolute discretion for non-compliance with these Terms or for reckless or careless conduct.

RISK WARNING

The use of tools and equipment, in particular the woodworking tools and equipment, at our centre involves significant risk of personal injury to users including the possibility of serious injuries, permanent disability or death. All users and participants who engage in such activities do so at their own risk.

You agree to pay the cost of and authorise us to take all steps we consider reasonably necessary to protect your welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.

Age restrictions are imposed on the use of various tools and equipment. All power tools and equipment are restricted to persons over the age of 18 years. Tools and equipment that are available for use by persons under the age of 18 years are clearly signed with the age requirements. Any person under the age of 18 years must be closely supervised by a responsible adult at all times. Where you are responsible for such children you agree to be bound by these Terms on their behalf and you will directly supervise them at all times.

You must be in good health and free from any adverse medical conditions. For safety reasons, pregnant women, customers with pre-existing health issues or wearing casts are not permitted to use power tools or equipment. If in doubt please seek medical advice.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available by us is not accurate, complete or current. The information is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the information is at your own risk.

Our website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

MODIFICATIONS TO SERVICE AND PRICES

Prices for our Service are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service. We reserve the right, but are not obligated, to limit the sales of our Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

THIRD PARTY TOOLS AND LINKS

We may provide you with access to third-party tools over which we neither monitor nor have any control or input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms.

Certain content, products and services available via our Service may include materials from third parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, in person, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms.

You agree that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Your submission of any personal information is governed by our Privacy Policy.

PHOTO AND VIDEO

I acknowledge and consent to images and videos being taken while using the Service for security or promotional purposes of myself, my children, children for whom I am responsible and of my creations.

I agree to give you unrestricted publishing rights for any photographs or videos taken while using the Service. You may advise us in writing if you do not wish for any photographs or videos of you or your works to be used or published by us.

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product charges and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order or engaged our Service).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

PROHIBITED USES

In addition to other prohibitions as set forth in these Terms, you are prohibited from using the Service: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

INTELLECTUAL PROPERTY

All copyright, trademarks (including its distinguishing guise and/or trade dress), and other intellectual property rights (registered and unregistered) of Hobbymedo belong to Hobbymedo and its suppliers. Hobbymedo reserves all of its rights. Nothing in these Terms grant you a right or licence to use any intellectual property rights owned or controlled by us or any other third party except as expressly provided in these Terms.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable. You agree that from time to time we may remove the Service or any part of it for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Hobbymedo, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law. Except as expressly provided in these Terms, the maximum liability of Hobbymedo is the amount paid to Hobbymedo by the customer.

Under the Competition and Consumer Act 2010, our services are provided with due care and skill. However, under certain legislative provisions, we may ask you to agree that these conditions do not apply to you. If you sign the membership application, you will be agreeing that your rights to sue us are excluded, restricted or modified as set out in these Terms. This applies if you are injured (including injury that results in death) because the services were not rendered with due care and skill. This change to your rights does not apply if your death or injury is due to our gross negligence. Gross negligence is defined in the Fair Trading (Recreational Services) Regulations 2004.

LIABILITY WAIVER

You agree to take on full responsibility for any damage, loss or theft of personal property and any physical injuries that may occur while using our Service. You are liable for your actions to the fullest extent allowable under common law.

You will not seek to have any dispute heard as a class action, private attorney general action or in any other proceeding in which either part acts or proposes to act in a representative capacity. Arbitration or any other proceeding to resolve any dispute, in any forum, will be conducted solely on an individual basis and not combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

No failure or delay on the part of Hobbymedo in exercising any right or power under these Terms will operate as a waiver of such right or power.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Hobbymedo and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use our Service.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Service (or any part thereof).

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

These Terms and any policies or operating rules posted by us on this site or in our centre or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms). Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

LAW AND JURISDICTION

These Terms shall be governed by and construed firstly in accordance with the laws of the Queensland (the courts of which shall have exclusive jurisdiction) and then in accordance with the laws of the Commonwealth of Australia. If any of these Terms should be determined to be void, invalid or otherwise unenforceable, such conditions shall be deemed deleted and the remaining Terms shall remain and continue to be valid, binding and enforceable.

CHANGES TO TERMS AND CONDITIONS

You can review the most current version of these Terms at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or Service following the posting of any changes to these Terms constitutes acceptance of those changes.

CONTACT INFORMATION

Questions about these Terms should be sent to us at info@hobbymedo.com.au.

Hobbymedo

4/75 Redland Bay Road, Capalaba Qld 4157

Email: info@hobbymedo.com.au

Phone: (07) 3161 4455